

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION**

**CONSOLIDATED INDUSTRIES, LLC
d/b/a WEATHER KING PORTABLE
BUILDINGS,**

Plaintiff,

v.

**JESSE A. MAUPIN, BARRY D.
HARRELL, ADRIAN S. HARROD,
LOGAN C. FEAGIN, STEPHANIE L.
GILLESPIE, RYAN E. BROWN,
DANIEL J. HERSHBERGER, BRIAN L.
LASSEN, ALEYNA LASSEN, and
AMERICAN BARN CO., LLC,**

Defendants.

Civil Action No. 1:22-cv-01230-STA-jay

Chief Judge S. Thomas Anderson

**DECLARATION OF BARRY HARRELL IN SUPPORT OF DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT AND
MOTION TO DISMISS FOR LACK OF SUBJECT MATTER JURISDICTION**

I, Barry Harrell, submit this Declaration in support of Defendants' Summary Judgment Motion. I, Barry Harrell, under penalty of perjury, and pursuant to 28 U.S.C. §1746, declare as follows:

1. I am acting Secretary of American Barn Co., LLC ("American Barn") and have been in that position since June 2, 2022.
2. I worked at Weather King Portable Buildings ("Weather King") from February 2010 – February 2015 and January 2022 – June 1, 2022.
3. I have personal knowledge of the lack of reasonable precautions taken by Weather King to protect its alleged trade secrets.

4. In June, 2022, I and Jesse Maupin were fired by Weather King and started our own company, American Barn.

5. Both companies' primary product is producing barns – manufacturing and assembling them.

6. Several other Weather King employees, including the other named Defendants, subsequently were fired by Weather King and joined American Barn.

7. None of the departing persons misappropriated any Weather King's trade secrets (of which Weather King has alleged none that are valid) or confidential information, or committed any other inappropriate actions.

8. The Weather King Tennessee headquarters has no restrictions on access; anyone can come and go as they please.

9. At Weather King, the alleged trade secret information is not kept in physically secure locations.

10. At Weather King, access to the alleged trade secret information is not restricted to only certain employees.

11. At Weather King, the alleged trade secret information is not kept under lock and key.

12. At Weather King, Defendants had no confidentiality or non-disclosure obligations.

13. At Weather King, there are no security levels on clearance to the alleged trade secrets.

14. At Weather King, the alleged trade secrets are not designated as Confidential.

15. At Weather King, no heightened protections are present to protect the alleged trade secrets.

16. At Weather King, access to the alleged trade secrets is not allowed only on a need-to-know basis.

17. At Weather King, access to the alleged trade secrets is not prohibited on personal devices.

18. At Weather King, no training is given to personnel regarding data security and confidentiality obligations.

19. At Weather King, there are no audit or inspection rights for the alleged trade secrets.

20. At Weather King, there are no facility security measures.

21. At Weather King, there are no obligations on employees, dealers, or drivers regarding post-employment obligations to return the alleged trade secrets.

22. At Weather King, employees are encouraged and allowed to store information on personal laptops and phones.

23. At Weather King, there is not a limited number of individuals having access to the alleged trade secrets.

24. At Weather King, the alleged trade secrets are not segregated.

25. At Weather King, the defendants were not informed that the alleged trade secrets were trade secrets.

26. At Weather King, there is no written trade secret policy addressing the identification, classification, protection, and valuation of the trade secrets.

27. At Weather King, there are no oversight policies and procedures to prevent the inadvertent disclosure of trade secrets by employees in written publications, seminars, speaking engagements, trade shows, technical conferences, and other public forums.

28. At Weather King, there are no barriers surrounding secure locations, entrance/exit limitations, alarmed or self-locking doors, security cameras, or restricted access areas.

29. At Weather King, there are no employee IDs, visitor IDs, or visitor escort procedures.

30. At Weather King, there is no access to the alleged trade secrets on a need-to-know basis only.

31. At Weather King, there is no separation of components of trade secrets between or among departments and/or company personnel.

32. At Weather King, there are no physical barriers to prevent viewing the alleged trade secrets and proprietary and confidential information.

33. At Weather King, there are no written rules and regulations prohibiting employees, without express permission, from remaining in the Weather King headquarters after hours.

34. At Weather King, there are no rules and regulations requiring employees to stay at their original work stations.

35. At Weather King, there are no rules and regulations prohibiting unauthorized acquisition or possession of company property containing or relating to the alleged trade secrets.

36. At Weather King, there are no sign-out/sign-in procedures for access to and return of the alleged trade secrets.

37. At Weather King, there are no rules regarding reproduction of only a limited number of sensitive documents and procedures for collecting all copies after use.

38. At Weather King, there are no authorized codes or passwords for access for copying machines.

39. At Weather King, there are no policies and procedures for destruction of documents such as locked waste bins and on-site document destruction services.

40. At Weather King, there are no references and background checks for all managers, key employees, and persons who had regular access to the alleged trade secrets.

41. At Weather King, there is no Employee Handbook regarding trade secrets.

42. At Weather King, there is no Off-Boarding – Trade Secret Exit Interview that would:

- (a) Identify all the trade secrets that the departing employee had access to during his or her employment and catalogue these trade secrets;
- (b) Remind the employee of his or her continued confidentiality obligations;
- (c) Collect all company devices and media from the departing employee;
- (d) Obtain from the employee all access credentials (such as account information, user names, and passcodes); and
- (e) Require the departing employee to sign a trade secret exit interview certification; and

43. At Weather King, the use of smartphone cameras is not prohibited but is encouraged.

44. At Weather King the inventory counts are no secret; every dealer knows their inventory on their sales lots and the lots of the other dealers. The dealers are required to compute their inventories each month and send them to the Weather King headquarters. Every person in the Weather King headquarters has and uses the inventory counts to turn in requisitions to get inventory built for their dealers. Moreover, Jesse Maupin was allowed to and was encouraged to take pictures of the lot inventories each month for the past three years and to email them to himself, as he does not have a scanner.

45. The dealers contact information is on Weather King's website and is not a secret. An organized list of dealers does not in any case constitute a trade secret, as it is merely an assembly of publicly available information.

46. Vendors advertise in "Shed Builder Monthly," which is a free publication, including their pricing. Moreover, anyone can call the vendors and ask for their pricing. Everyone in the business uses this information and is easily ascertainable.

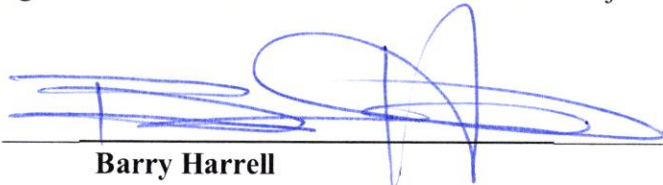
47. The Weather King cost estimates are available for every employee to see and use to work with dealers on the possibilities of discounts and sales, and are used by employees for guidelines for selling knowledge with the dealers and for that reason are not maintained secret or confidential.

48. Weather King's profit and loss statements and balance sheets are not kept as trade secrets. For example, Mr. Maupin easily found them in a folder in an unoccupied cubicle, showing that Weather King does not treat them as trade secrets.

49. Sales lot lease information and lease amounts are not a secret at Weather King as every lot that Weather King leases is reclaimed out of the dealer's commission each month, and this was shown on the dealers settle sheet each month, and was not kept secret.

50. Weather King's engineering drawings are not trade secrets. They are publicly available on the state of various websites such as www.floridabuilding.org/mb/mb_default.aspx, and https://floridabuilding.org/Upload/Plans/PlanID_40373_Weather%20King%20Sheds%20plan%201RPER210076-47b3856e.pdf, copies of which are attached as Exhibit A to this declaration, and are in the hands of thousands of individuals, including dealers and customers. The drawings are freely distributed.

I understand that the preceding statements in this Declaration are made subject to the penalties of 28 U.S.C. §1746.



Barry Harrell